

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

EDWARD F. GRODEN, as EXEC. DIRECTOR     )  
of the NEW ENGLAND TEAMSTERS AND     )  
TRUCKING INDUSTRY PENSION FUND     )

Plaintiff,     )

v.     )

NORTH SHORE NEWS COMPANY, INC.,     )

Defendant.     )

**Case No.:**

**COMPLAINT**

1. This is an action under the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. § 1001, *et seq.*, as amended by the Multi-Employer Pension Plan Amendments Act, 29 U.S.C. § 1381 *et seq.*, brought on behalf of New England Teamsters and Trucking Industry Pension Fund (“Pension Fund”) for damages and injunctive relief arising from unpaid delinquent contributions.

2. This court has jurisdiction and venue lies in this district pursuant to ERISA § 502(e), 29 U.S.C. § 1132(e) and ERISA § 4301, 29 U.S.C. § 1451.

3. Plaintiff, Edward F. Groden, is the Executive Director of the Pension Fund and is a “fiduciary” within the meaning of ERISA § 502(a)(3), 29 U.S.C. § 1132(a)(3).

4. The Pension Fund is a “multi-employer plan” within the meaning of ERISA § 3(37)(A), 29 U.S. C. § 1002(37)(A) and is an “employee benefit plan” or “plan” within the meaning of Section 3(3) of ERISA, 29 U.S.C. § 1002(3). The Pension Fund has its principal office at, and is administered from, One Wall Street, Burlington, Massachusetts, 01803.

5. Defendant North Shore News Company, Inc. (“North Shore News”) is a corporation with a principal place of business at 150 Blossom Street, Lynn, Massachusetts.

6. Defendant North Shore News is an “employer” within the meaning of ERISA § 3(5), 29 U.S.C. § 1002(5) and an employer in an industry affecting commerce within the meaning of 29 U.S.C. § 142(1) and § 152(2), (6) and (7).

7. Teamsters Local Union No. 42 is a “labor organization” within the meaning of 29 U.S.C. § 152(5).

8. At all material times, Defendant North Shore News was obligated by the terms of one or more collective bargaining agreements (“CBAs”) between it and Teamsters Local Union No. 42 and by the terms of an Agreement and Declaration of Trust (“Trust Agreement”) to which Defendant North Shore News was bound, to make contributions on behalf of certain employees to the Pension Fund and to pay interest for contributions not timely paid pursuant to the terms of such agreements.

9. Defendant North Shore News has failed to make required monthly contributions to the Pension Fund in violation of Section 515 of ERISA, 29 U.S.C. § 1145, the CBAs and the Trust Agreement.

10. Pursuant to the Trust Agreement, CBA and 29 U.S.C. § 1132(g)(2), employers must pay interest, liquidated damages on delinquent contributions as well as related and reasonable costs and fees.

WHEREFORE, Plaintiff demands that judgment enter against North Shore News Company, Inc. in accordance with Section 502(g)(2) of ERISA, 29 U.S.C. § 1132(g)(2):

1. Awarding the Pension Fund the following amounts:
  - a. the unpaid contributions;
  - b. interest on those contributions;

- c. liquidated damages in an amount equal to the greater of interest on the unpaid contributions or 20% of the unpaid contributions in amount set forth in the Fund's Trust Agreement;
  - d. all costs and reasonable attorney's fees incurred by the Pension Fund in connection with this action; and
2. Ordering such other and further relief as this court may deem just and proper.

Dated: March 30, 2021

Respectfully Submitted,

/s/ Melissa A. Brennan  
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**CERTIFICATE OF SERVICE**

I, Melissa A. Brennan, hereby certify that I caused a copy of the foregoing to be delivered by certified mail, return receipt requested, on this date, to the United States Secretaries of Labor and the Department of Treasury.

Dated: March 30, 2021

/s/ Melissa A. Brennan  
Melissa A. Brennan, Esq.